

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 37
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
					42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	Furnish Installation Guide/Directory FFP Furnish Installation Unofficial Guide, Telephone Directory for Fort Bragg, North Carolina				
	The Installation Unofficial Guide/Telephone Directory is to be published and shipped by the Contractor at No Cost to the Government. The Contractor shall look to advertising revenues to fund the publication cost and shall be responsible for soliciting, selling and collecting all advertising revenues.				
	NOTE TO ALL OFFERORS: See Clause 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999) for instructions on preparation and submission of the Technical Proposal				
	FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period FFP Base Period-Furnish the Installation Unofficial Guide/Telephone Directory for Fort Bragg, North Carolina. To be delivered to Fort Bragg PAO office by 30 September 2006. No Cost to the Government FOB: Destination	20,000	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		20,000	Each		
OPTION	FIRST OPTION PERIOD FFP Furnish the Installation Unofficial Guide/Telephone Directory for Fort Bragg, North Carolina by 30 September 2007. No Cost to the Government. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		20,000	Each		
OPTION	SECOND OPTION PERIOD FFP Furnish the Installation Unofficial Guide/Telephone Directory for Fort Bragg, North Carolina by 30 September 2008. No cost to the Government. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		20,000	Each		
OPTION	THIRD OPTION PERIOD FFP Furnish the Installation Unoffical Guide/Telephone Directory for Fort Bragg, North Carolina by 30 September 2009. No Cost to the Government FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	FOURTH OPTION PERIOD FFP Furnish the Installation Unofficial Guide/Telephone Directory for Fort Bragg, North Carolina by 30 September 2010. No Cost to the Government FOB: Destination	20,000	Each		

NET AMT

STATEMENT OF WORK
SF 1449 CONTINUATION SHEET

BLOCK 15: DELIVER TO:

- a. Shipments will be made by rail or truck and will be addressed as follows:
- Public Affairs Office
 - Command Information Branch
 - Building 1-1326
 - Fort Bragg, North Carolina 28307-5000

With the exception of Saturdays, Sundays and Government holidays, receiving hours are: 8:00 AM until 3:30 PM, Monday through Friday.

b. DELIVERIES/PERFORMANCE ON GOVERNMENT HOLIDAYS. No deliveries/performance can be accepted on Saturdays, Sundays, or Government holidays unless specifically authorized in the contract. When one of the holidays falls on a Sunday, the following Monday will be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies. Legal Government holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

BLOCK 20. SCHEDULE OF SUPPLIES/SERVICES. Contractor shall ship the Installation Unofficial Guide/Telephone Directory at No Cost to the Government in strict compliance with specifications, terms, conditions, and provisions contained herein. The Contractor shall look to advertising revenues to fund the publication cost and shall be responsible for soliciting, selling, and collecting all advertising revenues. The delivery date shall be 30 September 2006, which may be renewed annually, but in no case will renewals extend beyond five (5) years.

NOTE 1: Abbreviation definitions:

CLIN = Contract Line Item Number

NOTE 2: All dates for intermediate performance requirements contained within the solicitation will be appropriately adjusted if an option is exercised.

NOTE 3: SPECIFICATIONS:

1.1. **SCOPE OF WORK:** The Contractor shall deliver the Installation Unofficial Guide/Telephone Directory to the Public Affairs Office at Fort Bragg, North Carolina for civilian and military personnel at Fort Bragg, by 30 September 2006. The requirement may be renewed annually, but in no case will renewals extend this contract beyond five (5) years.

1.1.1 **PURPOSE.** The purpose of this contract is to provide for the delivery of an Installation Unofficial Guide/Telephone Directory. The Installation Unofficial Guide/Telephone Directory shall be an unofficial publication as that term is used and defined in Army Regulation (AR) 360-81, Command Information Program, and any other Army or Department of Defense Directive. This contract, its terms, provisions, and conditions, as well the contractor's performance hereunder, shall be subject to the provisions of said Army regulation as amended from time to time and any other applicable Army directives.

1.1.2 The Contractor shall ensure that prospective advertisers are made aware that the Installation Unofficial Guide/Telephone Directory is an unofficial publication. Neither the Contractor nor the Contractor's representatives shall solicit advertisements in the name of the XVIII Airborne Corps and Fort Bragg and/or the United States Army.

1.1.3. The inclusion of a Telephone Directory Section in this publication will be at the discretion of the Public Affairs Office (PAO), XVIII Airborne Corps and Fort Bragg, in cooperation with the Information Technology Business Center, Fort Bragg, North Carolina.

1.1.4. The Installation Unofficial Guide/Telephone Directory is to be shipped by the Contractor at no cost to the Government. The Contractor shall bear all costs, taxes and expenses of publishing and shipping the publication. The Contractor and the Contractor's representatives shall be responsible for soliciting, selling, and collecting revenues for all advertising. The Contractors shall depend solely on advertising revenues to fund the cost of publishing, printing and delivering 20,000 copies of the Unofficial Guide/Telephone Directory at delivery time, regardless of market conditions.

1.2 **QUALITY CONTROL.**

1.2.1 Editorial Material. The editorial staff of the Fort Bragg Public Affairs Office, hereinafter referred to as the PAO, is responsible for proofreading all editorial material of the Installation Unofficial Guide/Telephone Directory and for checking security and accuracy of content. The Contractor shall be responsible for the layout of each page of the Installation Unofficial Guide/Telephone Directory subject to the approval of the PAO. The Contracting Officer will provide the Contractor and his representatives a letter of authorization to be shown to potential advertisers to establish the relationship between the Government and its requirement for an unofficial guide/telephone directory and the Contractor.

1.2.1.1 The Contractor shall submit to the PAO, for his approval, a complete dummy layout of the Installation Unofficial Guide/Telephone Directory by 31 July 2006.

1.2.1.2 The Contractor is prohibited from making any changes in the Installation Unofficial Guide/Telephone Directory after the PAO or his designated representative has approved the dummy pages.

1.2.1.3 The Contractor shall submit to the PAO a proof (blueline) of the Installation Unofficial Guide/Telephone Directory by 31 July 2006.

1.2.1.4 The Contractor shall provide final color keys for approval (when appropriate). Color keys will be approved by both the contractor, or representative, and the editor, or PAO.

1.2.2 Quality of Advertising. The Contractor shall accept for publication only those advertisements, which in the Government's opinion, are in conformance with the principles of good taste. The Contractor shall not accept or publish advertising which in the Government's opinion is objectionable or obscene in nature; or which reflects adversely upon the Government of the United States or any of its components; or which the Government determines is not pertinent to its internal audience at Fort Bragg, North Carolina.

1.2.3 "Off limits advertisement". Under no condition shall a business establishment listed by Fort Bragg Military Installation as "off limits" be permitted to advertise in the Installation Unofficial Guide/Telephone Directory. A list of "off-limits" establishments will be provided to the Contractor by the Government upon award of this contract.

1.2.4 Government Clearance. The Contractor shall have all content, (including advertisements, photographs, etc.) reviewed and approved by the PAO prior to publication. Failure to do so will constitute a violation of contract.

1.2.5 Advertisement accuracy. The Contractor shall assume full responsibility for the accuracy of any advertisement appearing in the Installation Unofficial Guide/Telephone directory. Advertisers will be notified that their advertisements will not conflict with maintaining the morale, welfare and discipline of the command.

1.2.6 The Contractor shall ensure that no advertising shall be placed on the outside front cover or anywhere in the editorial portion of the Installation Unofficial Guide/Telephone Directory. The company emblem may appear on the outside front cover, of a size and location to be approved by the PAO.

1.2.7 The Contractor shall ensure that the first page of publication will carry the name of the civilian publisher prominently just above the disclaimer.

1.2.8 The Contractor shall not include organizational charts or listings of the command in the publication.

1.2.9 The Contractor shall not include personnel home addresses or home telephone numbers in the publication.

1.2.10 The Contractor shall not sell, distribute or circulate the Installation Unofficial Guide/Telephone Directory as part of any other publication, nor for any other purpose than provided herein.

1.2.11 The Contractor shall not include pictures and biographies of current military officials in the publication. However, materials relating to the history of the installation, including brief sketches of individuals important to that history, may be included.

1.3 QUALITY ASSURANCE.

1.3.1 Contract Maintenance. The printing of the Installation Unofficial Guide/Telephone Directory will be monitored by the COR. Only those photographs, editorials, telephone listings, headlines, captions, cutlines and any other editorial material approved by the PAO will be used in the Installation Unofficial Guide/Telephone Directory.

1.4 Information Control. Specific items of command information printed in the Installation Unofficial Guide/Telephone Directory may be made available to anyone else who requests it following distribution of the Installation Unofficial Guide/Telephone Directory. Such requests will be referred to the PAO. Under no circumstances will the printer make such material available to third parties.

1.5 Debts. The Installation Unofficial Guide/Telephone Directory shall be published and shipped by the Contractor at no cost to the Government; neither the Public Affairs Office nor the United States Government will be responsible for debts that may be incurred in the production and shipping of publication.

1.6 Use of seals, insignia or emblems. Any statement that implies that the Installation Unofficial Guide/Telephone Directory is an official publication of the Department of the Army is prohibited. Official Department of the Army seals, insignia, or emblems may not be used in the flag or masthead.

1.7 Government Funds. Neither U.S. Government Appropriated Funds, nor Nonappropriated Funds, stationery, nor other materials will be used to either print or distribute the Installation Unofficial Guide/Telephone Directory. The revenue which the Contractor receives from the sale of advertisements in the Installation Unofficial Guide/Telephone Directory shall constitute full payment to the Contractor.

1.8 Use of Mails. The Contractor shall not use DOD postage and fees paid indicia labels for distribution of copies of the Installation Unofficial Guide/Telephone Directory.

1.9 First Use Rights and Distribution Rights. First use of command information material produced and supplied to the Contractor by the PAO and exclusive distribution rights on the installations are granted to the commercial printer as contractual consideration for producing the Installation Unofficial Guide/Telephone Directory.

2. DEFINITIONS.

2.1 STANDARD DEFINITIONS.

2.1.1 Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

2.1.2 Contracting Officer Representative (COR). An individual designated in writing by the Contracting Officer to perform specific contract administration functions. The COR does not have the authority to enter into or change the contract. The COR has the right to exercise contract related administrative details concerning those administrative aspects. In this context, the COR will establish audience and command-related control over the content of the publication.

2.1.3 Civilian Enterprise (CE) Publication. The Publication printed by civilian printers under contract with Army components or their subordinate commands. The news and editorial content is approved and provided by the PAO. These publications contain advertising sold by the civilian printer and may include supplements or inserts. They become the property of the command, installation, or intended recipient upon delivery in accordance with the terms of the contract.

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. Not applicable.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1. The Contractor shall provide a minimum selection of 10 type styles and faces of headlines and copy.

4.1.1 Paper Stock. Contractor shall provide complete samples of coated, uncoated and varnished stock for selection by the PAO. Color paper stock may be utilized in addition to white stock and can include the use of color inks on this color stock if so desired by Public Affairs Officer. The Contractor shall provide sufficient paper stock for selection by the Government prior to the time of initial printing. As a minimum, editorial paper stock will be 50-pound enamel stock or better; telephone listing stock will be 34-pound stock or better

4.1.2 Inks. Contractor shall provide option of color PMS inks in combination with color paper stock.

4.1.3 Special Effects. Contractor shall provide unlimited special effects, to include screening and posterization, color inks, and "fifth" color as options to the PAO.

4.1.4 Binding. Guidebook shall be "perfect" bound, with quality three-knife, fine-edge trimming.

4.1.5 Design/Layout Assistance. Contractor shall provide a detailed "planner" illustrating photo cropping, editorial content assembly, sample layout sheets, color sequence options and a glossary of terms.

4.1.6 COVERS.

4.1.6.1 Varnish. Contractor will varnish guidebook covers for maximum color sheen.

4.1.6.2 Cover Stock. Guidebook cover stock will be 10-point stock or better.

4.1.6.3 Pre-Design. Contractor, upon request, will provide cover pre-design concepts for review, and will submit as many cover ideas as needed/requested, based on in-depth meetings with Public Affairs Officer, covering Command emphasis, which the Contractor guarantees will be original designs.

4.1.6.4 Cover Design. Contractor will provide options utilizing a die-cut, embossed or foil stamped or four-color processed reproduction or a combination of the above in a design for the front cover. Contractor will provide only new and unused design themes, which will guarantee production of a truly unique Installation Unofficial Guide/Telephone Directory. The PAO or his representative, may submit a color transparency or an alternate substitute approved by the Contractor for the cover.

4.1.6.5 Proof. Contractor shall provide a chromaline (full color representation) of the front cover to the PAO to proof as part of the ongoing production scheduling process.

4.1.7 PHOTOGRAPHY

4.1.7.1 All film and processing of exposed film shall be accomplished free of charge by contractor.

4.1.7.2 The number of four-color photographs used will be unlimited; however, their placement will be confined to the front cover, inside front cover and outside back cover and not less than fifteen (15) color pages and not more than twenty (20) color pages determined by design approach selected by PAO to enhance reader appeal.

4.1.8 Typeface Selection.

4.1.8.1 Contractor shall use typesetting equipment that assures complete, modern typefaces and headlines.

4.1.8.2 Typeface charts shall include point sizes 2.5 through 92 in half-point increments, in serif and sans serif styles. Headline and typeface selections in excess of 100 type styles, with additional options for styles to meet any specified need.

4.1.9 COMMUNICATION.

4.1.9.1 Material Transmittal. Contractor shall provide an expeditious means, via computer link or Federal Express, for transmittal of material, if contractor is located outside of the local area.

4.1.9.2 Telephone. Contractor shall provide a phone link, at no cost to the Government, for complete communication between the Contractor and the Public Affairs Office.

5. GENERAL.

5.1.1 The Contractor will print a minimum of twenty thousand (20,000) copies of the Installation Unofficial Guide/Telephone Directory, which will be minimum size 8-1/4" x 10-1/2", maximum size 9" x 11".

5.1.2 The Installation Unofficial Guide/Telephone Directory will not be distributed either as a supplement or insert to any privately produced civilian periodical. Privately produced publications may not be distributed as inserts to the Fort Bragg Guide Book.

5.1.3 The name of the publication resulting from this contract will be Installation Unofficial Guide/Telephone Directory. Said name, property (and registered trademark) of the Government, will not be subject to registration as a trademark by the Contractor. The use of said name is loaned to the Contractor for the Contractor's exclusive use, for use only in executing this contract. The Contractor has no authority to permit or authorize other firms or persons to use said name.

5.1.4 Pages. The publication shall consist of a minimum of fifty-five (55) editorial pages and a maximum of sixty-five (65) editorial pages on 50-pound enamel stock. In addition, the publication shall consist of a minimum of forty (40) telephone listing pages and a maximum of fifty (50) telephone listing pages on 34-pound stock or better. The above described one hundred (100) pages does not include the yellow pages section which shall be inserted into the Installation Unofficial Guide/Telephone Directory between the editorial and telephone listing pages and set aside for advertising. The number of pages is not specifically restricted except to reasonable needs and shall be in sufficient quantity to present comprehensive coverage, as determined by the Government.

5.1.5 Color. The Contractor shall provide color as requested. Contractor agrees to prepare all color overlays, masks, or keys for which color is used. The PAO will be notified of the availability of color as soon as a color ad is sold. (Note: Color use in guidebook is limited only by the contract and the Contractor's ability to make colors available.)

5.1.6 Headline and Text Type. The Contractor shall provide complete typeface options and galley measurement planning tools to the Government. (A design package, which details photograph cropping, editorial content assembly, sample layout sheets, color sequence options and a glossary of terms will also be provided by the contractor.)

5.1.7 The Text Style will be justified and double spaced unless otherwise agreed upon by the Contractor and the Public Affairs Office.

5.2 CONTENTS.

5.2.1 The Installation Unofficial Guide/Telephone Directory will include only material which reflects the standards of decency characterizing the U.S. Army and Installation Business Office - Contracting, Fort Bragg, North Carolina as determined by the Government. The Contracting Officer reserves the right to prohibit distribution of the Installation Unofficial Guide/Telephone Directory when, as determined by the Contracting Officer, the Installation Unofficial Guide/Telephone Directory includes advertising which undermines the command's successful mission performance and preservation of morale and discipline, or which is otherwise contrary to the best interests of the Command.

5.2.2 Material appearing in the Installation Unofficial Guide/Telephone Directory will be factual, objective, accurate, balanced, impartial, and as timely as practicable. Present and future tense materials will have priority over other materials.

5.2.3 The masthead of the Installation Unofficial Guide/Telephone Directory will contain the publication date, the name, address and telephone number of the publisher, and the following disclaimer, as a minimum, printed in type no smaller than four-point, on the first page of the publication:

5.2.3.1 "This unofficial guide is an authorized publication for members of the U.S. Army. Contents of the Installation Unofficial Guide/Telephone Directory are not necessarily the official views of, or endorsed by, the U.S. Government, Department of Defense, Department of the Army, or Public Affairs Office, Fort Bragg. It is published annually by the Public Affairs Office,, XVIII Airborne Corps and Fort Bragg, Fort Bragg, North Carolina 28307-5000, (910) 396-6991. Printed circulation: 20,000".

5.2.4 The following disclaimer will be printed within the first five pages of the publication in no smaller than four-point bold type:

5.2.4.1 "All Editorial content of the Installation Unofficial Guide/Telephone Directory is prepared, edited, provided and approved by the Public Affairs Office, XVIII Airborne Corps and Fort Bragg. Installation Unofficial Guide/Telephone Directory is printed by (civilian printer), a private firm under exclusive written contract with Public Affairs Office, XVIII Airborne Corps and Fort Bragg. The civilian printer is responsible for commercial advertising."

5.2.5 The following security disclaimer will be printed on the cover page of the telephone listings section in no smaller than six-point bold type:

5.2.5.1 "DO NOT DISCUSS CLASSIFIED INFORMATION ON NONSECURE TELEPHONES. OFFICIAL DOD TELEPHONES ARE SUBJECT TO MONITORING FOR COMMUNICATIONS SECURITY PURPOSES AT ALL TIMES. USE OF OFFICIAL DOD TELEPHONES CONSTITUTES CONSENT TO COMMUNICATIONS SECURITY TELEPHONE MONITORING IN ACCORDANCE WITH DOD DIRECTIVE 4640.2"

5.2.6 No opinion poll, survey, or straw vote on political campaigns, candidates, or issues will be conducted for publication in the Installation Unofficial Guide/Telephone Directory. The Installation Unofficial Guide/Telephone Directory will not contain political campaign news, editorials, cartoons or other items, which are partisan in nature and not within the mission of the organization and its command information objectives. The Installation Unofficial Guide/Telephone Directory will not carry partisan political advertising or advertising which is political in nature and not pertinent to the mission of Fort Bragg and its command information objectives as determined by the Government. The Contracting Officer reserves the right to prohibit distribution of the Installation Unofficial Guide/Telephone Directory when, as determined by the Contracting Officer, the Installation Unofficial Guide/ Telephone Directory includes prohibited political advertising.

5.2.7 Except as authorized by section 1307, title 18, United States Code with regard to state lotteries and the Indian Gaming Regulatory Act, the Installation Unofficial Guide/Telephone Directory is prohibited from publishing advertisements or editorial material about "games of chance".

5.2.8 The Contracting Officer's Representative (COR) will specify layout and design of the editorial content of the Installation Unofficial Guide/Telephone Directory.

5.2.9 Contractor agrees to furnish the PAO editorial staff with galley proofs of all editorial copy, including photos not later than 31 July 2006.

5.3 ADVERTISING.

5.3.1 General Advertising.

5.3.1.1 The Contractor shall not enter into exclusive advertising contracts with any firm, broker or individuals.

5.3.1.2 The following disclaimer will be printed within the first five pages of the publication in no smaller than four-point bold type:

5.3.1.2.1 "The appearance of advertising in this publication does not constitute endorsement by the Department of the Army or (name of civilian printer) of the products or services advertised."

5.3.1.3 The Installation Unofficial Guide/Telephone Directory will not carry an advertisement, which implies discrimination with regard to race, creed, age, color, sex, or national origin of the purchaser, user, or patron. Even if their advertisements do not imply it, the Contractor will ensure that advertisers in the Installation Unofficial Guide/Telephone Directory do not practice such discrimination. Under no conditions will a business establishment listed by Fort Bragg Installation as "off limits" be permitted to advertise in the Installation Unofficial Guide/Telephone Directory.

5.3.1.4 The Installation Unofficial Guide/Telephone Directory will place its readers and advertisers on notice of this equal opportunity requirement by including, in a prominent location within the first five pages of the publication (preferably masthead), the following statement in four-point bold type:

"Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation, or any other nonmerit factor of the purchaser, user or patron. A confirmed violation of this policy of equal opportunity by an advertiser will result in the refusal to print advertising from that source."

5.3.1.5 The Contractor shall ensure that commercial businesses soliciting military personnel through advertising in the Installation Unofficial Guide/Telephone Directory are ethical in describing goods, services, commodities and sale terms (including guarantees, warranties, etc.).

5.3.1.6 Advertisements offering credit terms must carry a clear statement of the total cash price as well as the total credit costs, including all charges. If payments are shown, the number, amount of each, and the time period will also be shown. These will be shown clearly in the advertisements in type no smaller than 6-point.

5.3.2 Advertisement Restrictions.

5.3.2.1 No advertising shall be placed on the outside front, the inside front two pages, the outside back or anywhere in the editorial portion of the Installation Unofficial Guide/Telephone Directory.

5.3.3 Allotting and filling ad space. The Contractor agrees to assume full responsibility for filling all space set aside on the dummies for advertising. In the event tentative advertising space does not materialize, the Contractor will fill the space with house advertising and the space will not be counted as editorial space.

5.3.4 The Contractor agrees to furnish 100 percent of the complete advertising page dummies to the PAO no later than 31 July 2006.

5.3.5 The Contractor will have all advertisements reviewed by the PAO no later than 31 August 2006.

5.3.6 Real Estate Advertising. Advertising for off-post housing available for rent, sale, or lease by an owner, manager, rental agency, agent, or individual will include only those available on nondiscriminatory basis for all personnel. No facilities will be advertised without the Contractor having been notified in writing that open-housing practices are enforced by the owner, manager, rental agency, agent or individual.

5.3.6.1 Contractor agrees to carry the following disclaimer near real estate advertising in the Installation Unofficial Guide/Telephone Directory:

"All real estate advertised in this publication is subject to Federal law, which makes it illegal to advertise any preference, limitation or discrimination. The Installation Unofficial Guide/Telephone Directory will not knowingly accept any advertisements for real estate, which is in violation of the law. All dwellings advertised in this guide are available on an equal opportunity basis."

5.4. DISTRIBUTION.

5.4.1. Delivery to PAO. The Contractor shall deliver 20,000 completed copies of the Installation Unofficial Guide/Telephone Directory to the PAO. Delivery date is 30 September 2006.

5.4.2 Contractor shall ship the publication to the Public Affairs Office or a destination designated by said office, freight prepaid in boxes and palletized on skids to insure quality on arrival.

5.4.3 Prohibiting Circulation. If the Contractor does not comply with the provisions of the contract, the Contracting Officer responsible for the contract has the authority and responsibility to prohibit distribution of the publication. The Contracting Officer agrees to notify the Contractor, no later than 3:00 PM, ET, the day prior to publication, of a decision to exercise this right.

5.5 PUBLICATION TIMETABLE. Other than defined in 5.2.9, 5.3.4, 5.3.5 and 5.4.1., the PAO and the Contractor will mutually decide upon specific dates to establish a time table to determine when certain actions must be accomplished to meet the target delivery date as designated in 5.4.1.

6. TERMINATION.

6.1 Terms for Termination. This contract is subject to Army regulations and is intended to conform in all respects with the principles and policies of the Department of the Army or its agencies. When such contract is in conflict with such regulations, principles, and/or policies, this contract is to be amended to conform therewith. If the Contractor does not agree to such a provision, this contract shall be terminated.

6.1.1 Emergency. Should the Contracting Officer determine that an emergency exists, such as mobilization, or that situations demand such action, the publication can be suspended or the contract terminated upon written notice to the Contractor.

6.1.2 Unauthorized Changes. If the Contractor makes any changes to the Installation Unofficial Guide/Telephone Directory after approval of proof by the Public Affairs Officer, the Contracting Officer may prohibit the distribution of the publication and may immediately terminate the contract at no cost to the United States Army.

6.1.3 Other commitments. The Government may terminate this contract at any time for other Department of Defense commitments. Written notice will be given at least thirty (30) days in advance unless an emergency situation exists as provided in paragraph 6.1.2 above. The Contractor is responsible for reimbursement of fees paid for advertising not distributed.

6.1.4 Unsatisfactory performance. If the contractor performs in an unsatisfactory manner, or in any other way fails to comply with any part of the contract, the contractor shall be given a reasonable time to correct the discrepancy. If the contractor does not cure such failure within a reasonable time after notification by the Contracting Officer, specifying the failure, the Contracting Officer may terminate the Contract. Termination of said contract shall be at no expense to the U.S. Government. (See also FAR 52.212-0004.)

7. GOVERNMENT RESPONSIBILITIES.

7.1 The Public Affairs Office, XVIII Airborne Corps and Fort Bragg will furnish typewritten edited material, which is of interest to personnel assigned to the XVIII Airborne Corps and Fort Bragg. Material made available by the PAO to the Contractor may also be made available at the same time to any other Contractor who requests it.

7.2 The PAO will proofread all material provided to include the material provided by the Contractor, checking for security, accuracy and propriety of its content.

7.3 The PAO will furnish all editorial copy, headlines and captions to be used in the base portion of the Installation Unofficial Guide/Telephone Directory.

7.4 The PAO will approve all color photographs in the editorial section of the Installation Unofficial Guide/Telephone Directory, prior to publication.

7.4.1 The PAO will furnish all editorial material to the contractor on a date mutually agreed upon for the publication of the Installation Unofficial Guide/Telephone Directory.

7.5 The PAO will furnish a current list of "off-limits" establishments, which have been placed off-limits to military personnel, to the Contractor upon award of this contract.

7.6 The PAO or a designated representative may visit the publisher approximately four (4) weeks before completion of the Installation Unofficial Guide/Telephone Directory to determine final product.

7.7 All material provided to the contractor for publishing the Installation Unofficial Guide/Telephone Directory, shall be returned immediately after receiving approval to publish.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.237-5002	Mobilization and Other Contingency Planning and Support	FEB 1999
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The following factors shall be used to evaluate offers:

- (1) Award will be made to the responsible offeror whose proposal is determined to represent the best overall, and most advantageous proposal to the Government, with appropriate consideration given to all factors cited below.
- (2) No proposal will be accepted that does not contain the total amount of work specified in this solicitation. To be considered for an award, proposals shall conform to all terms and conditions contained in the Request for Proposal.
- (3) In selecting a printer, fair and equal opportunity will be afforded any offeror who submits a proposal to print the publication.
- (4) Proposals, which are unrealistic in terms of capability, will be deemed reflective of an inherent lack of competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may be grounds for rejection of the proposal.

(b) **EVALUATION FACTORS:** Proposals will be evaluated considering the following factors to determine whether they are acceptable. The factors are equally important:

- (1) Performance Capability
- (2) Financial stability.
- (3) Past Performance History.
- (4) General and Special Services.

(c) In order to provide all necessary information for a comprehensive evaluation, offerors shall submit written data to support their: competence, reliability, expertise, production capabilities, business practices, and resources.

(d) Offerors shall reply to the questions below and submit a narrative for each, providing sufficient data to relay the offeror's capability to perform this contract: Your responses should be keyed to the following paragraphs:

(NOTE: A simple yes or no to these questions will not be acceptable. Provide a narrative to each paragraph or your offer may be considered unacceptable.)

(1) **PERFORMANCE CAPABILITY**

- (a) Are you as the offeror an established firm? What has been your success in this enterprise? Explain in detail how long your firm has been in business.
- (b) Provide information as to your resources for ad sales and photographic services. It is noted that there is distribution of at least one telephone book on this installation.

(2) **FINANCIAL STABILITY:** Clearly show that the offeror operates on a financially sound basis. Provide financial references.

(3) **PAST PERFORMANCE HISTORY:**

- (a) What kind of similar services have you provided other customers on or off a military installation and were they satisfied? Provide names, addresses, telephone numbers, and points of contact of at least three customers.

(b) Provide a sample of a similar product that has been provided to other customers to demonstrate a credible product. Samples submitted must be clearly identified as to what they represent, the offeror's name, and the Request for Proposal number on each sample.

(c) State your expertise in printing, your staffing experience, production capabilities and business reputation.

(4) GENERAL SERVICES:

(a) Explain how you intend to publish and ensure timely delivery of the publication and in sufficient quantity to the designated delivery point.

(b) Provide information and a narrative on the variety and number of type styles offered, paper stock, use of spot and process color, special effects, etc., which will be provided.

(c) What are your hours of operation and what hours will you be available when needed?

(5) SPECIAL SERVICES:

(a) Provide information and a narrative of the kind of special services available as to text editing system, electronic services available as to text editing system, electronic services and/or electronic link (modem), and telephone line between your plant and the PAO for transmitting material to overcome time and distance. How far in distance is your plant from this installation?

(b) Provide information as to type of help available to produce editorial material, use of photo facilities, any other special services you will make available, etc.

(c) What priority will the Installation Unofficial Guide/Telephone Directory receive in relation to your other print jobs?

(d) All offerors shall submit proposals with the minimum content as specified herein. Offerors shall submit proposal and samples by the closing time on the date set for receipt of proposals.

(e) Proposals should be clearly stated so that Government personnel with general training can make a thorough and complete evaluation and arrive at a sound determination as to whether the services/supplies proposed will satisfy the stated requirements of the Government.

(f) PROPOSAL CONTENT:

(1) PART I. Part I of the proposal shall contain the signed original of all documents requiring signature by the offeror. Part I shall contain Standard Form 1449 and all completed representations and certifications.

(2) PART II. Part II shall consist of the Proposal and Samples. This proposal shall be simply and concisely written, as well as being neat, indexed and logically assembled. Offerors shall submit such data in loose binders or folders. It shall be clearly marked "Proposal, RFP #W91247-06-R-0006".

(3) In addition to the specific requirements, the Contractor shall provide in the Proposal, whatever other narrative or supporting materials (i.e., drawings, brochures, sketches, etc.) considered necessary for the Government to fully understand the Proposal.

(g) Subject to the terms and conditions contained herein, award will be made to the and most advantageous offer by a responsible offeror, in keeping with the evaluation factors cited herein.

(h) The Government may award a contract on the basis of the initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best proposal. If final proposal revisions are requested, they will be evaluated against the same criteria, as were the initial offers.

(i) All proposals shall be subject to evaluation by a team of Government personnel.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----
—	—
-----	-----
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----

—	—
-----	-----
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----
—	—
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—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	??	Listed Countries of Origin:
??	??	
??	??	
??	??	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

- _XX_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _XX_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _XX_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _XX_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _XX_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **NO COST** contract resulting from this solicitation.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months**.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Rebecca M. McGlothlin, Contracting Officer, Directorate of Contracting, Team 2, Building 1-1333, Armistead & Macomb Streets, Fort Bragg, North Carolina 28310**.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__XX__ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

__XX__ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

__XX__ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (____Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

